

INTERAGENCY AGREEMENT BETWEEN
THE DEPARTMENT OF VETERANS AFFAIRS
AND
THE DEPARTMENT OF ENERGY

REGARDING: Storage of Department of Energy Records at the Veterans Affairs Records Center and Vault in Neosho, Missouri

ARTICLE I - PURPOSE OF AGREEMENT

A This agreement between the Department of Veterans Affairs (hereinafter "VA") and the U.S. Department of Energy (hereinafter "DOE") establishes the terms and conditions under which the VA shall provide records storage services at the VA Records Center and Vault (hereinafter "RC&V") for records of the DOE. All materials sent to the RC&V under this agreement shall be Federal records (both scheduled and unscheduled) as defined at 44 U.S.C. § 3301, and shall be governed by 36 CFR, Chapter 12, Subchapter B - Records Management.

B. This agreement provides for the storage and protection of DOE records by the RC&V. The media of DOE records may include, but shall not be limited to the following: paper, microform, x-rays and radiographs, magnetic computer tape, computer tape cartridges, video cassettes, diskettes, and optical disks. All records will be stored in contiguous space and maintained and protected in accordance with National Archives and Records Administration (NARA) regulations (36 CFR, Chapter 12), Nuclear Quality Assurance Standard (NQA-1), and DOE classification requirements. Records may include unclassified documents and classified, up to and including secret/restricted data.

C. Costs shall be billed separately and directly to DOE ownership sites; i.e. those Field and Operations Offices that ship records to RC&V, via the Department of Treasury Online Payment and Collection (OPAC) system. Costs will be based on cubic feet of records stored and manhours in providing supporting services (e.g., routine and emergency retrieval requests). All shipping expenses will be the responsibility of the DOE owner site.

ARTICLE II - RESPONSIBILITIES

A. The VA shall:

1. Make DOE records available for review or retrieval within 1 week after the initial receipt of the records at the RC&V;

2. Provide sufficient space for the storage of an initial estimated 5,000 cubic feet of records and anticipated growth of twenty (20) per cent, per year for the next 5 years (FY 1998-FY 2002) The space shall be in a temperature and humidity-controlled area of the RC&V that meets all DOE, NQA-1, and NARA storage and security requirements;

3. Provide work space upon request for a maximum of five (5) researchers, and equipment and manpower necessary to operate the storage facility (including a fork lift, intrusion and fire alarm systems, and communications systems);
4. Safeguard classified records, up to and including SECRET/RESTRICTED DATA, and handle records containing classified information in accordance with ARTICLE III;
5. Maintain and service the records in a continuous state of readiness and provide protection against fire, water, rodents and insects;
6. Provide reference and retrieval services for only whole boxes of records and not open any box of records, nor retrieve any folders from within a box;
7. Retain the records at the depository until they are withdrawn or until disposition is otherwise directed;
8. Upon request, retrieve and ship records in accordance with instructions provided by those individuals listed in Attachment 1;
9. Store all records in boxes (except magnetic computer tapes) on steel shelving;
10. Admit to the storage area only those authorized officials whose names appear on Attachment 1 and only in accordance with the clearance held by each. Exceptions will be requested in writing by the DOE Departmental Records Officer;
11. Permit access to research area only those individuals designated in advance correspondence and approved by one of the officials listed in Attachment 1. (Those persons accessing classified records must demonstrate a secret (or higher) clearance issued by the Department of Energy.);
12. Admit maintenance, repair, contract and janitorial personnel only for the purpose of performing the required work. All such personnel will perform these duties under the close scrutiny of the RC&V Manager or designated RC&V employee holding appropriate clearance;
13. Provide loading, unloading and similar service within the resources available to the RC&V for all incoming and outgoing shipments. All shipments are to be handled in accordance with security requirements;
14. Provide assistance to authorized DOE representatives for records inventory and security review purposes. These representatives will be designated in advance via correspondence signed by the DOE Departmental Records Officer and a DOE Security Specialist having the ultimate responsibility for verification of the required security clearance;

15. Use transfer documents prepared in accordance with VA Handbook 6300.8, Procedures for Shipment of Records to the Department of Veterans Affairs (VA) Records Center and Vault in Neosho, Missouri, for the retrieval and return of records. In urgent situations, prepare documentation to ship records via overnight express mail at the expense of the DOE owner site. Emergency requests will be processed within 4 workhours of receipt. Ship records in response to routine requests via the U.S. Postal Service, first-class, postage prepaid for unclassified records. (See Article III for shipping instructions for classified records.) Routine requests will be processed within twenty-four (24) hours of receipt;

16. Maintain liaison with the DOE Departmental Records Officer and other designated points of contact regarding problems related to storage and maintenance of records at the RC&V and any related matters;

17. Provide the Departmental Records Officer with an annual listing of DOE records being maintained at RC&V that do not have disposition authority;

18. Bill on a monthly basis directly to DOE owner sites;

19. Ensure that all employees at the RC&V having access to DOE classified records are cleared at the "SECRET" level by the U.S. Department of Energy; and

20. Ensure that records retentions are in accordance with DOE Records Disposition Schedules and that no record is destroyed without prior notification to and approval of the owner site.

B. The DOE shall:

1. Promptly notify RC&V of any changes to the list of officials in Attachment 1;

2. Furnish information concerning any changes in the degree of security classification of records transferred to the RC&V;

3. Be responsible for all costs of shipping DOE records to and from the RC&V. Account for all parcels shipped from the RC&V and ensure that any necessary contracts are in place for the shipment of small parcels to effect the timely dispatch of DOE records. Provide to RC&V all necessary information and supplies for the preparation of bills of lading and similar documents;

4. Provide instructions, advice and assistance to the RC&V staff concerning the records arrangement, maintenance and service of DOE records when needed;

5. Prepare and transfer records to the RC&V in accordance with VA Handbook 6300.8. All DOE records shall be inventoried prior to shipment and indexes or other finding aids provided to RC&V with the records. Draft or NARA-approved disposition schedules shall accompany the

records or be provided within six months of receipt of the records;

6. Furnish any necessary specialized records storage equipment, such as magnetic tape cartridge storage racks;

7. Designate a point-of-contact at each Departmental site to provide information to RC&V and answer specific questions regarding the records and payment. (The primary DOE point-of-contact for liaison with the VA Information Management Service is the DOE Departmental Records Officer in Washington, D.C.);

8. Provide funding for monthly payments to VA for services rendered during the fiscal year. Each DOE records owner site; i.e., Field and Operations Offices, shall assume responsibility for costs incurred in storing records from their site; and

9. Sign and return Section V of GSA Form 1237, Classified Document Accountability Record, to the RC&V when classified documents are returned.

ARTICLE III - CLASSIFIED INFORMATION RESPONSIBILITIES

A. The DOE shall:

1. Ship classified records to the RC&V in accordance with NQA-1 standards and DOE security regulations;

2. Double wrap packages containing classified information, including tapes and cartridges, to conceal classified markings;

3. Ship classified information to the RC&V via U.S. Postal Service's Certified Mail or Confidential material, or Registered Mail for Secret Material, Federal Express or United States Postal Service overnight mail. Federal Express may not be sent out on Friday or any day before a Government holiday. DOE will ship records in boxes designed for records storage and package records in accordance with regulations. Classification will be marked clearly on each box;

4. Provide RC&V personnel with any required guidelines, manuals and security regulations related to the handling and securing of classified material. Updates to instructions will also be provided in a timely manner;

5. Provide RC&V staff with any necessary security training. Such training will be funded by DOE and will be scheduled through the VA Liaison Representative;

6. Inspect the RC&V periodically to ensure compliance with security requirements.

Additional price breaks based on volume may also be negotiated at the site level. Cost per box may be less than, but may not exceed, the price quoted for the DOE.

4. Provide an adjustment on subsequent billings for any billing discrepancies noted after payment.

5. Collect payment via the OPAC system. VA's Agency Location Code: 36-00-1200.

6. Make every effort to perform the work within the identified cost range and shall work closely with the DOE to minimize costs.

Note: All financial transactions for this efforts shall be done through the VA's Franchise Fund: 36X4539.

B. DOE ownership sites shall:

1. Promptly reimburse VA upon receipt of the bills for services via the OPAC system and shall contact the VA Liaison regarding any issues, discrepancies, or questions about the bill within thirty (30) days of receipt of the questioned statement..

2. Ensure that any financial obligations under this agreement are properly recorded so that the funds are available to pay for VA services for the duration of the agreement.

3. Provide the appropriate accounting information (DOE's agency location code and appropriation number) to accomplish OPAC billings.

4. Notify the VA Liaison of any program changes that will affect the workload of the RC&V at the earliest time that such program changes become known.

5. Provide the VA with a point-of-contact and mailing address for billing and billing inquiries.

ARTICLE V - RECORDS AND REPORTS

A. There shall be two signed originals of this document and each subsequent amendment, one for the VA and one for the DOE Departmental Records Officer.

B. The VA shall create and maintain records and reports only to the extent necessary to provide workload information and to properly maintain and access DOE records.

C. The DOE shall create and maintain records to account for all materials sent to and received from the RC&V.

D. Transmittal Forms:

(1) VA Form 0244, Records Transmittal and Receipt, and VA Form 0244a, Continuation, shall be used to transfer containers. Preparation and submission of the forms shall be in accordance with VA Handbook 6300.8.

(2) The RC&V shall assign an accession number on VA Form 0244, in accordance with VA Handbook 6300.8.

ARTICLE VI - AMENDMENTS

This agreement or any of its provisions may be revised or amended by the signature approval of the hereto signatory parties or their respective successors. Any other agreements between the RC&V and DOE ownership sites must be based on the articles and provisions of this document or approved by the DOE Departmental Records Officer. Amendments may be proposed unilaterally. Amendments to Attachment 1 of this agreement will not require signature approval of the parties signatory or their respective successors.

ARTICLE VII - CANCELLATION OR TERMINATION

This agreement shall be effective for five (5) years from the date of its execution. Thereafter, this agreement may be terminated by either party, without cause, provided that at least 180 days advance written notice is given to the other party. The agreement shall be reviewed annually to determine need for modification. Changes to the level of service will be the subject of further negotiation and be made only by addendum to this agreement. All changes are subject to approval by the DOE Departmental Records Officer.

ARTICLE VIII - EFFECTIVE DATE

This agreement is effective upon approval and acceptance of both the VA and the DOE. Amendments to this agreement shall become effective when approved by the appropriate signatories.

ARTICLE IX - ADDRESSES AND LIAISONS OF PARTICIPATING AGENCIES

Department of Veterans Affairs
Information Management Service (045A4)
810 Vermont Avenue, N.W.
Washington, DC 20420

U.S. Department of Energy
Information, Records and Resource
Management (HR-41)
19901 Germantown Road
Germantown, Maryland 20874

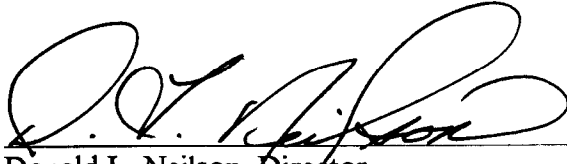
VA: GENIE MCCULLY
PHONE: 202-273-8010 FAX: 202-273-5981

DOE. MARYANN WALLACE
PHONE: 301-903-4353 FAX: 301-903-4125

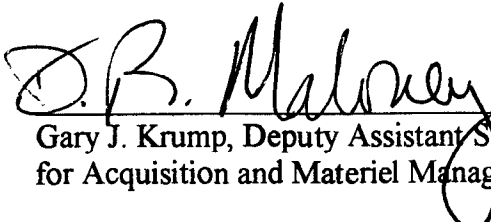
ARTICLE X - AUTHORITY

This agreement is entered into under authority of the Economy Act of June 30, 1932, as amended (31 U.S.C 1535).

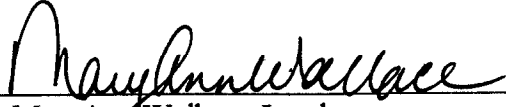
APPROVED AND ACCEPTED FOR:

VA: 
Donald L. Neilson, Director
Information Management Service

DATE: 4/29/98

VA: 
Gary J. Krump, Deputy Assistant Secretary
for Acquisition and Materiel Management

DATE: 4/30/98

DOE: 
MaryAnn Wallace, Leader
Information, Records, and Resources Management Group
Departmental Records Officer

DATE: 4/23/98